

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

IN THE MARION CIRCUIT COURT  
AVC NO. 06-036

In the Matter of:

FRIEDMAN'S, INC.,

Respondent.

**FILED**

(32) OCT 17 2006

*Doris Anne Scholler*  
CLERK OF THE  
MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

APPROVED this OCT 17 2006, 2006.

*Theodore M. Soier*

Judge, Marion County Circuit Court

In the Matter of:

FRIEDMAN'S, INC.,  
d/b/a Friedman's Jewelers,

**FILED**

(32) OCT 17 2006

*Doris Ann Sneller*  
CLERK OF THE  
MARION CIRCUIT COURT

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## ASSURANCE OF VOLUNTARY COMPLIANCE

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The Assurance of Voluntary Compliance/Assurance of Discontinuance ("Assurance" or "AVC") is entered into between the States of Alabama, Arkansas, Delaware, Florida, Georgia<sup>1</sup>, Illinois, Indiana, Kentucky, Louisiana, Maryland, Mississippi, Missouri, North Carolina, Ohio, Oklahoma<sup>2</sup>, and South Carolina ("Participating States") by their respective Attorneys General, and Friedman's, Inc. ("Friedman's"). The States of Tennessee and Texas also join this settlement by entering an Agreed Final Judgment which will resolve the matters set forth in the Complaints filed by those Attorneys General in their respective state courts.

### 1. DEFINITIONS

The following definitions are to be used for the purposes of this agreement:

- 1.1 "Assurance of Voluntary Compliance" or "Assurance" shall refer to this document entitled Assurance of Voluntary Compliance in the matter of Friedman's, Inc. dba Friedman's Jewelers.
- 1.2 "Consumer" means any person, a natural person, individual, governmental agency or other entities, partnership, corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized.

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<sup>1</sup>With regard to Georgia, the Administrator of the Fair Business Practices Act, appointed pursuant to O.C.G.A. 10-1-395, is statutorily authorized to undertake consumer protection functions, including acceptance of Assurances of Voluntary Compliance, for the State of Georgia.

<sup>2</sup> With regard to Oklahoma the Administrator of Consumer Credit is authorized to sign this agreement for the state of Oklahoma. Hereafter, when the signatory states are referred to as the "States" or "Attorneys General," such designation, as it pertains to Oklahoma, includes the Oklahoma Administrator of Consumer Credit.

1.3 "Clear and conspicuous" shall mean that a statement, representation, claim or term is readily noticeable and reasonably understandable by the person(s) to whom it is directed. The following shall be considered in determining whether a statement, representation, claim or term is clear and conspicuous:

- (a) whether it is presented in a coherent and meaningful sequence with respect to other statements, representations, claims or terms being conveyed;
- (b) whether it is in close proximity to the statement, representation, claim or term it clarifies, modifies, explains, or to which it otherwise relates;
- (c) whether it is contradictory to any statement, representation, claim or term it purports to clarify, modify or explain, or is otherwise contradictory or confusing in relation to any other statement, representation, claim or term being conveyed;
- (d) whether it is conveyed by means of an abbreviation and, if so, whether the abbreviation is commonly understood by the public, or approved by federal or state law;
- (e) whether it is legible;
- (f) whether it is of sufficient prominence in terms of print, size, or contrast as compared with accompanying statements, representations, claims or terms, so as to be readily noticeable and reasonably understandable by the person(s) to whom it is directed;
- (g) whether it is at a volume, cadence and speed as compared with accompanying statements, representations, claims or terms, so as to be readily noticeable and reasonably understandable by the person(s) to whom it is directed;
- (h) whether it appears for a sufficient duration of time to allow a listener or viewer to have reasonable opportunity to notice, read and understand;
- (i) whether the sales presentation is so lengthy that it needs to be repeated; and
- (j) whether the language in the disclosure is understandable to the intended audience.

1.4 "Credit Insurance" shall mean credit life, credit disability and credit property insurance coverage.

1.5 "Investigation" shall mean the Attorneys General's investigation into the business practices of Respondent. The "matters investigated" shall mean Respondent's practices related to the sale of credit insurance and discount pricing from September 1, 1997 through September 30, 2002.

- 1.6 "Person" shall mean any individual or entity, including any officer, employee, agent, representative, servant, contractor, franchisees, licensee, corporation, subsidiary, division, unit, location, store, successor or assignee.
- 1.7 "Represent" or "Representations" means stating, orally or in writing, directly or indirectly, in substance or effect, and whether by affirmative statements, implications, or omissions.
- 1.8 "Respondent" shall refer to Friedman's Inc.
- 1.9 "States" or "Attorneys General" shall refer to Alabama, Arkansas, Delaware, Florida, Georgia<sup>3</sup>, Illinois, Indiana, Kentucky, Louisiana, Maryland, Mississippi, Missouri<sup>4</sup>, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, and Texas.

## **2. INJUNCTIVE RELIEF**

For the purposes of this section, "Respondent" shall include Respondent, its affiliates, subsidiaries, agents, and principals. It is hereby agreed:

2.1 Respondent shall not directly or indirectly engage in any misleading, unfair or deceptive acts or practices in the conduct of its business. Respondent shall fully comply with all

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<sup>3</sup> With regard to Georgia, the Administrator of the Fair Business Practices Act, appointed pursuant to O.C.G.A. 10-1-395, is statutorily authorized to undertake consumer protection functions, including acceptance of Assurances of Voluntary Compliance, for the State of Georgia. Hereafter, when the signatory states are referred to as the "States" or "Attorneys General," such designation, as it pertains to Georgia, includes the Administrator of the Fair Business Practices Act.

<sup>4</sup> With regard to Oklahoma, the Administrator of Consumer Credit is authorized to sign this agreement for the state of Oklahoma. Hereafter, when the signatory states are referred to as the "States" or "Attorneys General," such designation, as it pertains to Oklahoma, includes the Oklahoma Administrator of Consumer Credit.

provisions of the consumer protection and trade practice statutes<sup>5</sup>, which prohibit unfair and deceptive acts and practices.

2.2 Respondent shall, at the point of sale, clearly and conspicuously disclose to the consumer all material terms and conditions related to credit insurance. Material terms include, but are not limited to, cost of coverage, scope and duration of coverage, the fact that insurance premiums may be financed and the additional finance charges applied as a result of the inclusion of credit insurance to the total purchase price.

2.3 Respondent shall clearly and conspicuously disclose at the point of sale that credit insurance is an optional purchase.

2.4 Respondent shall provide consumers who elect to purchase credit insurance with the terms of coverage for each type of credit insurance purchased by the consumer. Respondent shall maintain the terms of coverage for any credit insurance product being offered and shall make such terms readily available to any consumer that requests to review the terms and shall further refrain from engaging in any action that would impede, obstruct or discourage the consumer from reviewing such terms.

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<sup>5</sup> Alabama Deceptive Trade Practices Act, Alabama Code 1975 § 8-19-1, *et seq.*; Arkansas Code Ann. § 4-88-101 *et seq.*; 6 Delaware Code § 2511 *et seq.*; Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ch. 501.201 *et seq.*; Georgia Fair Business Practices Act of 1975, O.C.G.A. 10-1-390, *et seq.*; Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS § 505/1 *et seq.*; Illinois Uniform Deceptive Trade Practices Act, § 815 ILCS 510/1, *et seq.*; Indiana Deceptive Consumer Sales Act, Ind. Code Ann. §§24-5-0.5-1 to 24-5-0.5-12; Kentucky Consumer Protection Act, KRS 367.110 *et seq.*; Louisiana Unfair and Deceptive Trade Practices Act, La.R.S. 51:1401, *et seq.*; Maryland Consumer Protection Act, Maryland Commercial Law Code Annotated § 13-101 *et seq.*; Mississippi Consumer Protection Act, Miss. Code Ann. §§ 75-24-1 (Rev. 2000); Missouri Merchandising Practices Act, §§407.010 *et seq.*; North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. §75-1.1, *et seq.*; Ohio Consumer Sales Practices Act, R.C. § 1345.01 *et seq.*; Oklahoma Consumer Protection Act 15 O.S. §§751 *et seq.* and the Oklahoma Consumer Credit Code, 14A O.S. §§ 1-101 *et seq.*; South Carolina Unfair Trade Practices Act, S.C. Code Ann. §39-5-10 *et seq.*; Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101 *et seq.*; and Texas Deceptive Trade Practices and Consumer Protection Act, Tex. Bus. and Com. Code § 17.41 *et seq.*, (West 1993).

2.5 Respondent shall comply with all applicable licensing laws, rules, and regulations in connection with the sale of credit insurance. In the event that Respondent shall have a third party provider who sells credit insurance, the third party provider must comply with all applicable licensing laws, rules and regulations.

2.6 If Respondent offers express warranties, Respondent shall:

(a) provide such to consumers in writing;

(b) make the terms of any such warranties readily available to prospective buyers either by displaying them in close proximity to the warranted products, posting prominent signs in each store disclosing to consumers that warranties can be examined upon request, or by furnishing them upon request prior to sale;

(c) clearly and conspicuously disclose at the point of sale that the warranty comes with the product and is included in the purchase price; and

(d) clearly and conspicuously disclose at the point of sale whether the warranty is a "full" or "limited" one. If the Respondent offers service contracts or extended warranties, Respondent shall clearly and conspicuously disclose the following to consumers at the point of sale:

(i) all terms and conditions of such in simple and readily understood language; and

(ii) that the purchase of such is optional.

2.7 Respondent shall comply with the Federal Truth In Lending Act, 15 U.S.C. §§ 1601, *et seq.*, as implemented by Regulation Z and any corresponding applicable state law. In furtherance of such compliance, Respondent shall clearly and conspicuously provide all required

disclosures and shall physically align all required information on the contract form so that the terms and conditions of the contract and the required disclosures can be readily understood.

2.8 Respondent shall not charge a consumer for credit insurance or accept payments from a consumer for credit insurance, unless the consumer expressly consents to purchase such insurance in writing.

2.9 Respondent shall not establish or maintain practices which presume the consumer wishes to purchase credit insurance. In furtherance of this compliance provision, Respondent

(a) shall not present consumer with a contract or similar document which includes charges for credit insurance until the disclosures required by this Assurance have been made and the consumer expressly consents to acceptance of such charges; and,

(b) shall not maintain a default setting on any computer, register or other device used in the sales transaction which presumes the consumer consents to such charges.

2.10 Unless Respondent does in fact offer revolving credit (whether in-house or through a third party provider), Respondent shall not make any representation that would cause a consumer to believe that Respondent offers revolving credit for purchases. This includes making any graphic representation in advertising that a consumer would interpret as a credit card or charge card that is provided as part of a revolving credit account.

2.11 Respondent shall not charge the consumer late fees which are greater than the late fee amount agreed upon between the Respondent and consumer.

2.12 Respondent shall not make any false, deceptive, unfair or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions.

2.13 Respondent shall not represent that the practices, programs or conduct of Respondent have been approved by the Office of the Attorney General; provided, however, that Respondent may represent that it has entered into this Assurance with the States and provide a copy to consumers if requested. Respondent may also indicate it believes it is in compliance with the Assurance if it has a good faith basis for that claim and Respondent has not been notified by any State that it is in violation of the Assurance.

### **3. ADDITIONAL INJUNCTIVE RELIEF**

3.1 Respondent must make the following disclosures in furtherance of the requirement that Respondent clearly and conspicuously disclose all material terms and conditions related to credit insurance. At the point of sale of credit insurance, Respondent shall clearly and conspicuously disclose to the consumer circumstances including, but not limited to, age, employment status or pre-existing medical conditions under which credit insurance coverage may be denied pursuant to the certificate of coverage.

3.2 Respondent shall make the following affirmative disclosures in furtherance of the requirement to disclose that credit insurance is optional. At a minimum, Respondent shall, at the point of sale, clearly and conspicuously:

(a) Orally advise the consumer that credit insurance is optional and is not required by Respondent.

(b) Post a clear and conspicuous written disclosure in each of its stores which states that credit insurance is an optional purchase;

(c) Clearly and conspicuously disclose that credit insurance is an optional purchase in the "statement of insurance" portion of the contract; and,



(d) Clearly and conspicuously disclose in the contract that the consumer may already have insurance that provides the same coverage.

3.3 Respondent shall designate a corporate-level in-house officer or attorney to be responsible for overseeing efforts to comply with consumer protection laws and more specifically to be responsible for assuring compliance with the terms of this Assurance. This includes adopting and implementing written policies, procedures and training for all Friedman's employees.

#### **4. PAYMENT TO THE STATES**

In consideration for the release of claims set forth in Paragraph 7.18, Respondent shall pay the sum of Two Million One Hundred Fifty Thousand Dollars (\$2,150,000) to be divided and paid by Friedman's directly to each Signatory Attorney General in an amount to be designated by and in the sole discretion of the States. Payments shall be used by the States as restitution, attorneys' fees and other costs of the investigation and litigation, for future public protection purposes, or to be used for consumer protection, consumer education, monitoring for compliance of this matter, at the sole discretion of the respective Attorney General. Payment shall be made by providing each Attorney General or his designated representative payment as required by each Attorney General.

#### **5. MONITORING AND COMPLIANCE**

5.1 Upon request, Respondent shall provide books, records or documents to the State and further, to informally, or formally under oath, provide testimony or other information to the State relating to compliance with this Assurance. Respondent shall make any requested information available within thirty (30) days of the request, at the Office of the Attorney General

or at such other location as is mutually agreeable in writing to Respondent and the Attorney General. If the request involves a large quantity of specific individual consumer credit information such as contracts, the parties will meet and confer to reach a reasonable time frame to produce the consumer credit information. This shall in no way limit the State's right to obtain documents, records, testimony or other information pursuant to any law, regulation, or rule.

5.2 Within thirty (30) days of the entry of this Assurance, Respondent shall submit a copy of this Assurance to each management personnel with responsibility for the subject matters included in this Assurance. Within forty-five (45) days of entry of this Assurance, Respondent shall provide the State with an affidavit verifying and certifying that all management personnel with responsibility for the subject matters included in this Assurance have been supplied with a copy of this Assurance.

5.3 The State has the right to test shop Respondent for the purpose of confirming compliance with this Assurance and state law. The test shoppers are not required to disclose that they are representatives of the State when making contact with Respondent. Further, the State may record any or all aspects of its solicitations or visit(s) with Respondent in audio or video form without notice to Respondent. The Respondent agrees to void any sale that is commenced by a test shopper at the conclusion of the sale upon notification that it was test shopping conducted by the State.

## **6. REPRESENTATIONS AND WARRANTIES**

6.1 Respondent represents and warrants that the execution and delivery of this Assurance is its free and voluntary act, that this Assurance is the result of good faith negotiations, and that Respondent agrees that the Assurance and terms hereof are fair and reasonable. The

parties warrant that they will implement the terms of this Assurance in good faith. Further, no offer, agreements, or inducements of any nature whatsoever have been made to it by the State, its attorneys or any employee of the Attorney General's Office to procure this Assurance.

6.2 Respondent represents that signatories to this Assurance have authority to act for and bind the Respondent.

6.3 Respondent warrants and represents that Friedman's Inc. is the proper party to this Assurance and the accompanying Agreed Order.

6.4 Friedman's Inc. represents that it is the true legal name of the entity entering into this Assurance and the accompanying Agreed Order.

6.5 Respondent further acknowledges and understands that the State expressly relies upon all of the representations and warranties set forth herein, and that if they are false, unfair, deceptive, misleading or inaccurate, the State has the right to move to vacate or set aside this Assurance, if the State so elects.

## **7. GENERAL PROVISIONS**

7.1 Respondent will not participate directly or indirectly in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Assurance or for any other purpose which would otherwise circumvent any part of this Assurance or the spirit or purposes of this Assurance.

7.2 Respondent shall not state or imply or cause to be stated or implied that the Attorney General or any other governmental unit of the State approved, sanctioned, or authorized any practice, act, or conduct of the Respondent.

7.3 Acceptance of this Assurance by the State shall not be deemed approval by the State of any of Respondent's advertising or other business practices.

7.4 Respondent represents that it has fully read and understood this Assurance, that it understands the legal consequences involved in signing this Assurance (including that in certain states, a violation of this Assurance is punishable by contempt, and in others, a violation of this Assurance is prima facie evidence of a violation of that State's consumer protection statute).

7.5 This Assurance may only be enforced by the parties hereto.

7.6 The titles and headers to each section of this Assurance are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of the Assurance.

7.7 This document shall not be construed against the "drafter" because both parties participated in the drafting of this document.

7.8 Nothing in this Assurance shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State. In addition, this Assurance shall not bar the State or other governmental entity from enforcing laws, regulations or rules against Respondent, excluding any claims or causes of action expressly released in Paragraph 7.18.

7.9 Nothing herein shall prevent or restrict the use of this Assurance by any of the States in any action against Friedman's for contempt or failure to comply with any provisions of this Assurance.

7.10 Nothing herein shall be construed to limit the authority of the Attorneys General to initiate a proceeding for contempt or other sanctions for failure to comply, or to compromise

the authority of the court to punish as contempt any violation of this Assurance in connection with conduct of the Respondent from and after the date of this Assurance.

7.11 No waiver, modification, or amendment of the terms of this Assurance shall be valid or binding unless made in writing, signed by both parties, and where the Assurance is filed with the Court, entered with the Court.

7.12 Any failure by any party to this Order to insist upon the strict performance by any other party of any of the provisions of this Assurance and the accompanying Agreed Order shall not be deemed a waiver of any of the provisions of this Assurance and, where applicable, the accompanying Agreed Order, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Assurance and Agreed Order and the imposition of any applicable penalties, including but not limited to contempt, civil penalties and/or the payment of attorneys' fees to the State.

7.13 If any clause, provision or section of this Assurance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance and this Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

7.14 This Assurance sets forth the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Assurance which are not fully expressed herein or attached hereto.

7.15 Nothing in this Assurance or the accompanying Agreed Order shall be construed to waive any claims of Sovereign Immunity the State may have in any action or proceeding.

7.16 Nothing contained in this Assurance shall be construed to waive or limit any private right of action.

7.17 This Assurance shall be governed by the laws of each of the States and is subject to court approval in certain States.

7.18 The parties acknowledge that execution of this Assurance and the payment of the funds as described in Section 3 will resolve, settle and discharge the States' proofs of claim filed in the Respondent's bankruptcy case, *In re Friedman's, Inc., et al.*, 05-40129, filed in the United States Bankruptcy Court for the Southern District of Georgia, Savannah Division (the "Bankruptcy case"), with respect to the conduct related or described therein or in the respective Complaints as to each and every state that filed a Complaint, whether or not a proof of claim has been filed by such state in the bankruptcy case. This Assurance is a part of the AG Global Settlement as provided for in the Respondent's First Amended Joint Plan of Reorganization and shall be fully binding on the parties notwithstanding any other pleading or action in the Bankruptcy Court. The States agree to release and discharge the Respondent, its affiliates, subsidiaries, agents and principals from civil monetary claims under the States' consumer protection and trade practice statutes listed in footnote 5 for conduct which is the subject of this Assurance prior to the date of this Assurance. Except as expressly provided in Paragraph 7.18, the Parties rely on controlling law to determine if any other actions survive the bankruptcy proceeding referenced in this paragraph.

7.19 Procedure for Failure to Comply.

(a) Notice. If the Attorney General determines that Respondent has failed to comply with any of the terms of this Assurance, the Attorney General will, prior to instituting any legal proceedings, first notify the Respondent in writing of such failure to comply and Respondent shall then have thirty (30) days from receipt of such written notice to provide a good faith written response to the Attorney General's determination. The response shall include an affidavit containing, at a minimum:

- (i) a statement that Respondent is in full compliance with the Order;
- or
- (ii) a detailed explanation of how the alleged violation(s) occurred and a statement that the alleged breach has been cured and how.

Nothing herein shall prevent the Attorney General from agreeing in writing to provide the Respondent with additional time beyond the thirty (30) day period to respond to the notice. Nothing herein shall prevent the Attorney General from instituting legal proceedings after the 30 day period.

7.20 Sections 3.1 through 3.3, Additional Injunctive Relief, shall expire on December 31, 2016, provided that Friedman's has not been adjudged by a Court in any Participating State to have violated any Participating State's Assurance or Agreed Final Judgment. However, if prior to January 1, 2017, Friedman's is adjudged by the court in any Participating State to have violated the Assurance or Agreed Final Judgment, Friedman's shall continue to be subject to the entire agreement in all Participating States. This paragraph is in addition to all other remedies available to the State in law and equity. In the event that Friedman's entirely stops doing business in a particular state with no intent to return to the state, that state agrees to not

unreasonably oppose any request for good cause that the injunctive sections of this agreement will no longer apply to Respondent in that particular state. In the event Respondent, or any successor or assign, returns to any particular state in which it had ceased doing business with no intent to return, the injunctive provisions shall be reinstated and apply to Respondent in that particular state as set forth in this Assurance.

**8. APPLICABILITY OF ASSURANCE TO RESPONDENT  
AND ITS SUCCESSORS**

Respondent agrees that Respondent shall be liable for the actions of each of its officers, directors, managers, agents, assigns, representatives, employees, partners, subsidiaries, affiliates, parents, related entities, joint venturers, persons or other entities it controls, manages or operates, its successors and assigns, and other persons or entities, in each case, acting directly or indirectly on its or their behalf for the duties, responsibilities, burdens and obligations undertaken in connection with this Assurance.



FOR RESPONDENT:

A handwritten signature in black ink, appearing to be 'C. Steven Moore', written over a horizontal line.

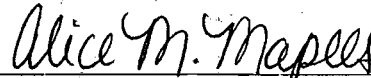
C. Steven Moore  
Chief Administrative Officer, General Counsel and Secretary  
Friedman's Inc.  
4550 Excel Parkway, Suite 100  
Addison, TX 75001  
(972) 892-9200

98524

In the Matter of:  
Friedman's Inc.

Dated: September 1, 2006

TROY KING  
Alabama Attorney General



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Alice M. Maples (MAP007)  
Assistant Attorney General  
Alabama Attorney General's Office  
Consumer Protection and Antitrust Section  
11 South Union Street  
Montgomery, Alabama 36130

ATTACHMENT - B

In the Matter of:  
Friedman's Inc.

Dated: August 22, 2006

MIKE BEEBE  
Attorney General of Tennessee

A handwritten signature in black ink, appearing to read "Jean C. Block", with a long horizontal flourish extending to the right.

Jean C. Block  
Assistant Attorney General  
Office of the Arkansas Attorney General  
Consumer Protection Division  
323 Center Street, Suite 1100  
Little Rock, Arkansas 72211

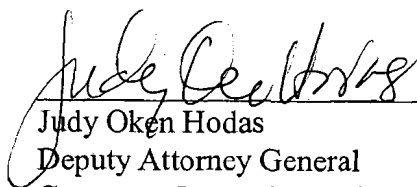
In the Matter of:  
Friedman's Inc.

Dated: August 24, 2006



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CARL C. DANBERG  
Attorney General of Delaware



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Judy Oken Hodas  
Deputy Attorney General  
Consumer Protection Unit  
Delaware Department of Justice  
820 North French Street, 5<sup>th</sup> Floor  
Wilmington, DE 19801

ATTACHMENT - B

In the Matter of:  
Friedman's Inc.

Dated: 31 Aug, 2006

CHARLES J. CRIST, JR.  
ATTORNEY GENERAL OF FLORIDA

  
DEPUTY ATTORNEY GENERAL

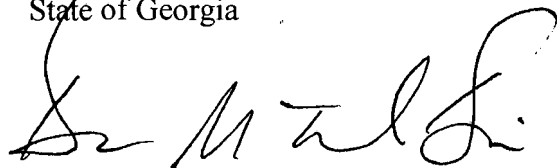
Office of the Attorney General  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050

In the Matter of:  
Friedman's Inc.

Dated:

Aug 28, 2006

JOSEPH B. DOYLE  
Administrator Fair Business Practices Act  
State of Georgia



Dana M. Tucker Davis, Esq.  
Director of Investigations  
Governor's Office of Consumer Affairs  
2 M.L. King Jr. Drive, Suite 356-East Tower  
Atlanta, Georgia 30334  
Ga. Bar#: 717597

FOR RESPONDENT:

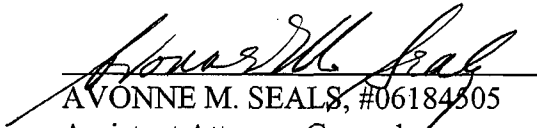
GEORGE N. PANAGAKIS  
Counsel for Respondent  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606-1285  
(312) 407-0700

96911

In the Matter of:  
FRIEDMAN'S INC.

Dated: August 31, 2006

LISA MADIGAN  
Attorney General of Illinois

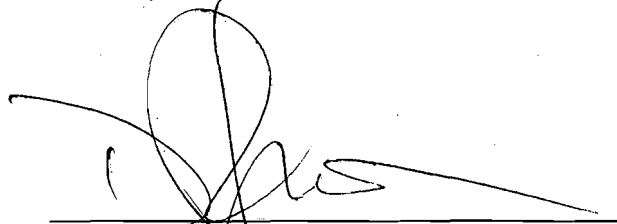
  
AVONNE M. SEALS, #06184505  
Assistant Attorney General  
Office of the Illinois Attorney General  
Consumer Fraud Bureau  
500 South Second Street  
Springfield, IL 62706

In the Matter of  
FRIEDMAN'S INC.

Assurance of Voluntary Compliance

DATED: September 1, 2006

STEVE CARTER  
Attorney General of Indiana

A handwritten signature in black ink, appearing to read 'D. Paetzmann', is written over a horizontal line.

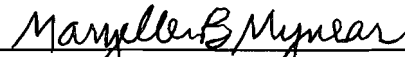
DAVID A. PAETZMANN, #6392-23  
Deputy Attorney General  
Indiana Attorney General's Office  
Indiana Government Center South, 5<sup>th</sup> floor  
302 W. Washington Street  
Indianapolis, IN 46204



In the Matter of:  
FRIEDMAN'S, INC.

Dated: August 28, 2006

GREGORY D. STUMBO  
ATTORNEY GENERAL OF KENTUCKY



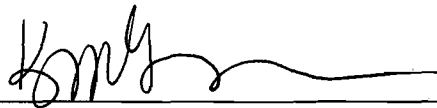
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by: Maryellen B. Mynear  
Litigation Manager/Assistant Attorney General  
Office of the Kentucky Attorney General  
Consumer Protection Division  
1024 Capital Center Drive, Suite 200  
Frankfort, KY 40601  
(502) 696-5389

In the Matter of:  
Friedman's Inc.

Dated: August 24, 2006

CHARLES C. FOTI, JR.  
Attorney General  
State of Louisiana

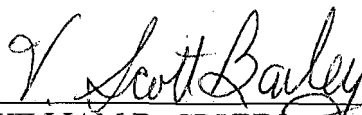
By:   
\_\_\_\_\_  
Kristi M. Garcia, La. Bar Roll No. 27472  
Assistant Attorney General  
Public Protection Division  
Consumer Protection Section  
1885 N. 3<sup>rd</sup> Street, 4<sup>th</sup> Floor  
Baton Rouge, Louisiana 70802  
(225)326-6460 Phone  
(225)326-6499 Fax

IN THE MATTER OF:  
FRIEDMAN'S INC.

Dated: September 1, 2006

J. JOSEPH CURRAN, JR.  
Attorney General of the State of Maryland

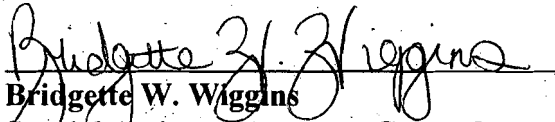
By:

  
\_\_\_\_\_  
WILLIAM D. GRUHN  
VERNON SCOTT BAILEY  
Assistant Attorney General  
Consumer Protection Division  
Office of the Attorney General  
200 St. Paul Place, 16th Floor  
Baltimore, MD 21202  
410-576-6349

**IN THE MATTER OF:  
FRIEDMAN'S INC.**

**Dated: August 29, 2006**

**JIM HOOD  
Attorney General of Mississippi**

  
**Bridgette W. Wiggins  
Special Assistant Attorney General  
Office of the Mississippi Attorney General  
Consumer Protection Division  
802 North State Street, Suite 303  
Post Office Box 22947  
Jackson, Mississippi 39225-2947  
Telephone: (601) 359-4279  
Facsimile: (601) 359-4231**

In the Matter of:  
Friedman's Inc.

Dated: October 4, 2006

JEREMIAH W. (Jay) NIXON  
Attorney General of Missouri

A handwritten signature in cursive script, reading "Laura Krasser". The signature is written in dark ink and is positioned above the printed name and title.

Laura Krasser  
Chief Counsel, Consumer Protection  
Office of the Attorney General of Missouri  
P.O. Box 899  
Jefferson City, MO 65109

In the Matter of:  
Friedman's Inc.

Dated: August 29, 2006

ROY COOPER  
Attorney General of North Carolina

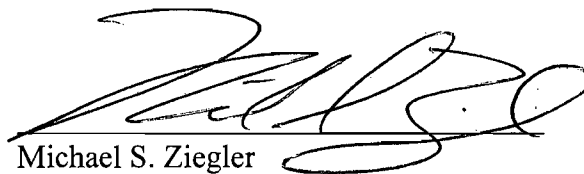
A handwritten signature in cursive script, reading "M. Lynne Weaver".

M. Lynne Weaver  
Assistant Attorney General  
Office of the North Carolina Attorney General  
Consumer Protection Division  
P.O. Box 629  
Raleigh, North Carolina 27602

**In the Matter of:  
Friedman's Inc.  
d/b/a Friedman's Jewelers  
Assurance of Voluntary Compliance**

Dated: August 30, 2006

**JIM PETRO**  
Attorney General of Ohio

A handwritten signature in black ink, appearing to read "Michael S. Ziegler", written over a horizontal line.

Michael S. Ziegler  
Assistant Attorney General  
Office of the Ohio Attorney General  
Consumer Protection Section  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215

ATTACHMENT - B

In the Matter of:  
Friedman's Inc.

Dated: August 31, 2006

OKLAHOMA DEPARTMENT OF  
CONSUMER CREDIT  
Donald K. Hardin, Administrator

A handwritten signature in black ink, appearing to read 'W. Jenny Jr.', with a horizontal line extending to the right.

Walter W. Jenny Jr.  
General Counsel  
4545 N. Lincoln Blvd., Suite 102  
Oklahoma City OK 73105

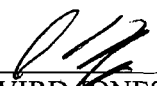


**ATTACHMENT - B**

In the Matter of:  
Friedman's Inc.

Dated: August 28, 2006

HENRY D. McMASTER  
Attorney General of South Carolina

  
\_\_\_\_\_  
C. HAVIRD JONES, JR.  
Senior Assistant Attorney General  
Office of the South Carolina Attorney General  
1000 Assembly Street (29201)  
Columbia, SC 29211